# UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF WASHINGTON

In re: Brandy Lee Schultz Scott Daniel Schultz			o. 19-40034		
			CHAPTER 13 PLAN		
		Orig	ginal	x AMENDED	
	Debtor(s).	Date:	February 7, 2019		
I.	Disclosure of Nonstandard Provisions and Plan	n's Modificatio	n of Secured Debt:		
	A. Does this plan contain any nonstandard provis	ions (check one	<u>a)</u> ?		
	x Yes	nons (check on	7.		
	No				
	B. Does this plan limit the amount of a secured cla	aim based on a	valuation of the collar	teral for the claim	
	(check one)?				
	Yes No				
	C. Does this plan avoid a security interest or lien (	(check one)?			
	Yes	(check one).			
	X No				
	Debtor has either not indicated "yes" in the applicable				
	ge in this plan purporting to limit the amount of a se				
	or lien is void. Even if the Debtor indicated "no" in				
secureo procee	claim based on a valuation of the collateral for the	ciaim or avoid	a security interest or i	iien through a motion or an adv	versary
proceed	ung.				
II.	Means Test Result and Plan Duration:				
	Debtor is (check one):				
	a below median income debtor with a 36				
	$\underline{\mathbf{X}}$ an above median income debtor with a 60	0 month applica	ıble commitment peri	od	
The pla	an's length shall not be less than the Debtor's applica	able commitme	ent period unless the r	lan either provides for paymer	ıt in full
	wed unsecured claims over a shorter period or is mo				
	length shall automatically be extended up to 60 mon				
_					
1II.	Plan Payments to the Trustee:				
	o later than 30 days after the order for relief, the Deb	otor shall comm	ence making paymen	ts to the Trustee as follows:	
	A. AMOUNT: \$ 2100.00				
	B. FREQUENCY (check one):				
	X Monthly				
	Twice per month				
	Every two weeks				
	Weekly	`			
	C. TAX REFUNDS: The Debtor (check one		tad mafumda ahall ha m	aid in addition to the plan person	aant
	commits all tax refunds to funding the amount stated above.	z pian. Cominitu	eu rerunus snam de pa	ard in addition to the plan payn	ıcııı
	X does not commit; all tax refunds to f	inding the plan	. If no selection is me	ade tax refunds are committed	
	D. PAYMENTS: Plan payments shall be de				
	or ordered by the Court.		= 10101 5 Wages amo	and a series in the series of the series	
	E. OTHER:				

# IV. Distribution of Plan Payments by the Trustee:

Upon confirmation of the plan, the Trustee shall disburse funds received in the following order and creditors shall apply them accordingly, provided that disbursements for domestic support obligations and federal taxes shall be applied according to applicable non-bankruptcv law: ADMINISTRATIVE EXPENSES: A. 1. Trustee. The percentage set pursuant to 28 USC §586(e). 2. Other administrative expenses. As allowed pursuant to 11 USC §§ 507(a)(2) or 707(b). 3. The Debtor's Attorney's Fees: Pre-confirmation attorney's fees and/or costs and expenses are estimated to be \$ 3,500.00 . \$ 650.00 was paid prior to filing. Approved attorney compensation shall be paid as follows (check one): a. X Prior to all creditors b. Monthly payments of \$ c. All remaining funds available after designated monthly payments to the following creditors: . . d. Other: . If no selection is made, approved compensation will be paid after the monthly payments specified in Sections IV.B and IV.C. B. CURRENT DOMESTIC SUPPORT OBLIGATIONS: Creditor Monthly amount -NONE-C. SECURED CLAIMS: Only creditors holding allowed secured claims specified below or provided in Section X will receive payment from the Trustee. Unless ranked otherwise, payments to secured creditors will be disbursed at the same level. Secured creditors shall retain their liens until the earlier of payment of the underlying debt, determined under nonbankruptcy law, or discharge under 11 U.S.C. § 1328. Secured creditors shall not assess any late charges, provided payments from the plan to the secured creditor are current, subject to the creditor's rights under state law if the case is dismissed. The interest rates in the plan control except that (a) a lower interest rate included in a creditor's proof of claim shall control; and (b) the interest rate included in a creditor's proof of claim for a claim secured by a mortgage or deed of trust on real property shall control, unless otherwise provided in Section X or ordered following an objection to a proof of claim or in an adversary proceeding. If the interest rate is left blank, the interest rate shall be 12% except that the interest rate for arrearages on claims secured by a mortgage or deed of trust on real property shall be 0%. For claims secured by personal property, the monthly payment amounts in the plan control. For claims secured by real property, the monthly payment amounts in the creditor's proof of claim and notice of payment change control unless otherwise provided in Section X. If overall plan payments are sufficient, the Trustee may increase or decrease post-petition installments for ongoing mortgage payments, homeowner's dues and/or real property tax holding accounts based on changes in interest rates, escrow amounts, dues and/or property taxes. Payments on Claims, or Non-Escrowed Postpetition Property Tax Holding Accounts, Secured Only by Security Interest in the Debtor's Principal Residence (Interest included in payments at contract rate, if applicable): Ongoing Payments: Rank **Monthly Payment** Creditor Collateral -NONE-

Rank Payment Creditor Collateral Sured Rate

Sured Rate

2. Payments on Claims, or Non-Escrowed Postpetition Property Tax Holding Accounts, Secured by Real Property Other than the Debtor's Principal Residence:

Cure Payments:

**Monthly** 

**Interest** 

Arrears to be

### Ongoing Payments:

Rank	Monthly Payment -N	nt <u>Creditor</u>	<u>Collateral</u>		Rate	t %
Cure Payr	ments:					
Rank	Monthly <u>Payment</u>	Creditor	<u>Collateral</u>	Arrears to be <b>Cured</b>	Interest <u>Rate</u>	
	\$	-NONE-		\$		%

#### 3. Payments on Claims Secured by Personal Property:

#### a. 910 Collateral.

The Trustee shall pay the contract balance stated in the allowed proof of claim for a purchase-money security interest in any motor vehicle acquired for the personal use of the Debtor within 910 days preceding the filing date of the petition or in other personal property acquired within one year preceding the filing date of the petition as specified below. The Debtor stipulates that pre-confirmation adequate protection payments shall be paid by the Trustee in the amounts stated as the "Pre-Confirmation Adequate Protection Monthly Payment" or, if blank, in the amounts stated as the "Monthly Payment" as specified below after the creditor files a proof of claim.

<u>Rank</u>		Monthly Payment	<u>Creditor</u>	<u>Collateral</u>	Adequa	nfirmation ate Protection ly Payment	Interest <u>Rate</u>	
1	\$	398.25	Sound Credit Union	2005 Toyota Tacoma	\$	398.25	6.00	%
	_			2014 Kia Sorrento 100000 miles Vehicle valued by Kelly				
1	\$	496.76	Twinstar Credit Union	Blue book Purchase Date: 2013	\$	496.78	6.00	%

### b. Non-910 Collateral.

The Trustee shall pay the value of collateral stated in the proof of claim, unless otherwise provided in Section X or ordered following a timely objection to a proof of claim or in an adversary proceeding, for a security interest in personal property which is non-910 collateral. The Debtor stipulates that pre-confirmation adequate protection payments shall be paid by the Trustee in the amounts stated as the "Pre-Confirmation Adequate Protection Monthly Payment" or, if blank, in the amounts stated as the "Monthly Payment" as specified below after the creditor files a proof of claim.

Rank	Monthly Pavment	Creditor	Debtor's Value of Collateral	Collateral	Pre-Confirmation Adequate Protection Monthly Payment	Interest Rate	
<u> </u>	\$ <u>r uymene</u>	-NONE-	\$	Condition	\$	<u>rtute</u>	%

- D. PRIORITY CLAIMS: Payment in full, on a pro rata basis, of filed and allowed claims entitled to priority in the order stated in 11 U.S.C. § 507(a).
- E. NONPRIORITY UNSECURED CLAIMS: No funds shall be paid to nonpriority unsecured creditors until all secured, administrative and priority unsecured creditors are paid in full, provided that no claim shall be paid before it is due. The Trustee shall pay filed and allowed nonpriority unsecured claims as follows (check one):

Х	100%				
At least \$					

The Trustee shall pay the following specially classified nonpriority unsecured claims prior to other nonpriority unsecured claims:

Rank	<u>Creditor</u> -NONE-	Amount of Claim \$	Percentage to be Pai	id Rea	son for Spec	cial Classification
	Direct Payments to be made by Diving claims shall be paid direct eive no payments from the Truste A. DIRECT PAYMENT OF DO	ly by the Debtor according to the Payment stated shall be a constant of the payment stated shall be a constant of the payment at the payment according to the payment accor	ing to the terms of the c	ontract or s	support or wi	thholding order, and
Credito		Current Mo	onthly Support Obliga	<u>tion</u>	Monthly \$	y Arrearage Payment
Credito		Nature of Debt	<u> </u>	Amount of		Monthly Payment
The Deb	Secured Property Surrendered property described below wittor requests that upon confirmation pursuant to this section be grant the property including taking possible property including taking possible property.	Il be surrendered to the on, each creditor (included relief from the stays)	ding successors and assi	igns) to wh	firmation.	
Credito -NONE-	<del></del>		Property to be	Surrender	red	
	Executory Contracts and Leastor will assume or reject executor, and any cure and/or continuing	ry contracts or unexpire				

The Debtor will assume or reject executory contracts or unexpired leases as specified below. Assumption will be by separate motion and order, and any cure and/or continuing payments will be paid directly by the Debtor under Section V, unless otherwise specified in the plan. Any executory contract or unexpired lease not assumed pursuant to 11 U.S.C § 365(d) is rejected. If rejected, upon confirmation the creditor is granted relief from the stays of 11 U.S.C. §§ 362(a) and 1301(a) with respect to the property which is the subject of the rejected contract or lease, and any allowed unsecured claim for damages shall be paid under Section IV.E.

Contract/Lease -NONE-

**Assumed or Rejected** 

## VIII. Property of the Estate:

Property of the estate is defined in 11 U.S.C. § 1306(a). Unless otherwise ordered by the Court, property of the estate in possession of the Debtor on the petition date shall vest in the Debtor upon confirmation. However, the Debtor shall not lease, sell, encumber, transfer or otherwise dispose of any interest in real property or personal property without the Court's prior approval, except that the Debtor may dispose of unencumbered personal property with a value of \$10,000 or less without the Court's approval. Property (including, but not limited to, bonuses, inheritances, tax refunds or any claim) acquired by the Debtor post-petition shall vest in the Trustee and be property of the estate. The Debtor shall promptly notify the Trustee if the Debtor becomes entitled to receive a distribution of money or other property (including, but not limited to, bonuses, inheritances, tax refunds or any claim) with a value in excess of \$2,500, unless Section X specifically provides for the Debtor to retain the money or property.

#### IX. Liquidation Analysis Pursuant to 11 USC § 1325(a)(4)

#### X. Nonstandard Provisions:

All nonstandard provisions of this plan are set forth in this section and separately numbered. Any nonstandard provision placed elsewhere in this plan is void. Any modifications or omissions to the form plan not set forth in this section are void.

- A. Payments will increase by \$315.72 in month 22 when Debtor's first retirement loan is completed.
- B. Payments will increase by \$371.26 in month 34 when Debtor's second retirement loan is completed.

By filing this plan, the attorney for the Debtor(s) or the Debtor(s) if not represented by an attorney certify that the wording and order of the provisions in this plan are identical to those contained in Local Bankruptcy Form 13-4, other than any nonstandard provisions included in Section X.

# (Signature Page)

/s/ Ellen Ann Brown	/s/ Brandy Lee Schultz	February 7, 2019
Ellen Ann Brown 27992	Brandy Lee Schultz	Date
Attorney for Debtor(s)	DEBTOR	
February 7, 2019	/s/ Scott Daniel Schultz	February 7, 2019
Date	Scott Daniel Schultz	Date
	DEBTOR	